place and stead.[4] Such a power should be more liberally construed than one merely general in its operation as to a particular purpose.[5] The principal not having seen fit to place any limitations on the agent the court should not do so for him.[6] Clearly the agent could not do any acts binding on the principal for the exclusive benefit of a third party or of the agent,[7] but having relied on the discretion of the agent he should be bound unless it would clearly appear to a reasonable person that the principal would not have so acted in the conduct of his own affairs.

Such powers as the above are frequently given in order that a person may have his business affairs attended to in his absence. The power is made general for the reason that unforseeable contingencies may arise and it is essential that the agent should have the same power to deal with the situation as the principal would have if present. The scope of the power should therefore be what might reasonably be considered for the benefit of the principal, that is, what the principal might reasonably do if himself present—in short, to vest in the agent the discretion of the principal. In this view of the case it is entirely immaterial that the wife's interest in the insurance policy was subject to being divested. It may be and often is extremely beneficial to protect contingent or expectant interests. Under the doctrine of the principal case, one assumes considerable risk in dealing with an agent under a general power, and unless the wording of the form in common use can be changed to make it really general, an absent principal will be greatly handicapped in the conduct of his business.

C. R. S.

ALIENS: RIGHT OF ALIEN TO ACQUIRE LAND BY DESCENT UNDER TERMS OF TREATY OF 1783 WITH SWEDEN.—In the absence of statute[1] or treaty[2] an alien cannot acquire realty by descent, at common law. The question whether a Swedish alien is entitled to inherit realty was raised by *Johnson v. Olson*[3] in the Kansas Supreme Court. It was not seriously contended that such a right existed except under section six of the "Treaty of Amity and Commerce", between the king of Sweden and the United States, negotiated in 1783.[4] The court held, that since the treaty was

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[4] Muth v. Goddard (1903), 28 Mont. 237, 72 Pac. 621; Auwarter v. Kroll (Wash., 1914), 140 Pac. 326; Seymour v. Oelrichs (1912), 162 Cal. 318, 122 Pac. 847, citing Moore v. Gould (1907), 151 Cal. 723, 91 Pac. 616.

[5] Moore v. Gould (1907), 151 Cal. 723, 91 Pac. 616; Waples-Platter Grocer Company v. Kinkaid (Kan., 1911), 119 Pac. 537.

[6] Veatch v. Gilmer (Tex., 1908), 111 S. W. 746.

[7] Muth v. Goddard (1903), 28 Mont. 237, 72 Pac. 621.

[1] For California provisions see Cal. Civ. Code, §§ 672, 1404.

[2] Blythe v. Hinckley (1900), 127 Cal. 431, 435, 59 Pac. 787.

[3] (July 7, 1914), 142 Pac. 256.

[4] 7 Fed. Stat. Ann. 827, and see note 5, infra.

written both in French and in English, and since both copies were originals, the French words "fonds et biens", and the corresponding English words "goods and effects" were to be construed together; and that there being ambiguity in the French and none in the English, the latter should prevail; hence real property could not pass by the terms of the treaty.

It is submitted that both the premises and the conclusion reached are erroneous. The treaty of 1783 was negotiated in Paris, by Benjamin Franklin, and the original written in French, the English version being a translation.[5] Section six of this treaty was re-enacted by reference, in the treaty of 1827, also written in French.[6] It would seem therefore that the only text to be interpreted is the original, and that the test applied should be the meaning of the words as used in the French language, rather than (as in the principal case) the common law definition of the words. The term "biens" in French law means realty as well as personalty,[7] and why its meaning when placed in a French writing should be affected by common law definitions, or a questionable translation, is hard to comprehend.[8]

It is interesting to note that the courts have made no attempt whatever to translate the term "fonds"; while both Cashard and Wright in their translations of the Code Napoleon, have almost invariably translated it as "lands", or "soil".[9] This meaning is also given for "fonds" in the leading French dictionary.[10]

Treaties should be construed in a liberal manner,[11] and the argument that section six includes only personalty robs it of any value whatever, since there never has been any prohibition on the transfer of personalty to aliens, by will or otherwise.[12]

W. W. L., Jr.

ATTORNEY AND CLIENT: MISCONDUCT OF ATTORNEY IN PAYING FOR TESTIMONY.—Where material witnesses refuse to speak unless paid, is an attorney justified in offering money for

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[5] I Laws of U. S. 176 (Biorens ed.); Sen. Exec. Docts. 2nd Session, 48th Congree, vol. 1, pt. 2, p. 1042, n.; Erickson v. Carlson (Neb., 1914), 145 N. W. 352.

[6] 8 Laws of U. S. 868.

[7] Bouvier's Law Dict.; Code Napoleon, § 516; Adams v. Akerlund (1897), 168 Ill. 632, 48 N. E. 454, 456.

[8] Erickson v. Carlson, supra, note 5; Adams v. Ackerlund, supra, note 7; Re Stixrud (1910), 58 Wash. 339, 109 Pac. 343, 33 L. R. A. (N. S.) 632, Ann. Cas. 1912 A. 850; University v. Miller (1831), 14 N. C. 188, accord. Meier v. Lee (1898), 106 Iowa 303, 76 N. W. 712, 715, cited with approval in the principal case, contra.

[9] Code Napoleon, §§ 518, 522, 524; The French Civil Code, E. Blackwood Wright (1908); The French Civil Code, Cashard (1895); see the corresponding sections.

[10] Grande Larousse Dict.

[11] Hauenstein v. Lynham (1879), 100 U. S. 483; Schultze v. Schultze (1893), 144 Ill. 290, 33 N. E. 201.

[12] 2 Cyc. 81.